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HOSIE, WES, McLAUGHLIN & SACKS

ATTORNEYS AT LAW

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RECORDATION NO. 8064 FILED 1425

RECORDATION NO. 8064-E FILED 1425

NOV 13 1990 -3 02 PM

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INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8064-18 FILED 1425

NOV 13 1990 -3 02 PM

November 7, 1990

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INTERSTATE COMMERCE COMMISSION

Via Federal Express

RECORDATION NO. 8064-19 FILED 1425

NOV 13 1990 -3 05 PM

Honorable Noretta R. McGee

Secretary

Interstate Commerce Commission

Washington, D.C. 20423

RECORDATION NO. 8064-19 FILED 1425

NOV 13 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

INTERSTATE COMMERCE COMMISSION

On behalf of GATX/GLC Capital Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following documents, all of which have not previously been recorded:

- (a) one (1) executed counterpart and two (2) true copies of a document entitled "Assignment of Lease and Interest in Lease" dated June 23, 1988;
- (b) one (1) executed counterpart and two (2) true copies of a document entitled "Assignment and Assumption Agreement" dated December 27, 1988;
- (c) three (3) executed counterparts of a document entitled "Statement of Satisfaction, Conveyance and Release" dated as of September 30, 1990;
- (d) three (3) executed counterparts of a document entitled "Lease Termination Agreement" dated as of September 30, 1990; and

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- (e) three (3) executed counterparts of a document entitled "Memorandum of Lease of Railroad Equipment" dated as of September 30, 1990.

Each of the above-described documents should be included as part of the filing recorded on September 29, 1975, Recordation No. 8064, as the next available numbers being 8064-D, 8064-E, 8064-F, 8064-G and 8064-H. Recordation No. 8064 relates to the Conditional Sale Agreement ("Conditional Sale Agreement") dated as of September 1, 1975 between General Motors Corporation (Electro-Motive Division) and The Fifth Third Leasing Company.

The executing parties to the Assignment of Lease and Interest in Lease ("Lease Assignment") are:

The Fifth Third Leasing Company - Assignor
Fifth Third Center
Cincinnati, Ohio 45263

The Fifth Third Bank - Assignee
Fifth Third Center
Cincinnati, Ohio 45263

The Lease Assignment, among other items, provides for the assignment by Assignor to Assignee of Assignor's right, title and interest in the Lease of Railroad Equipment dated as of September 1, 1975 between Assignor, as Lessor and The Cleveland Electric Illuminating Company as Lessee (Recordation No. 8064-B).

The Equipment covered by the Lease Assignment consists of nine (9) diesel electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The Lease Assignment should be filed as a secondary document to the above-referenced Conditional Sale Agreement. A short summary of the Lease Assignment to appear in the ICC index is as follows:

Assigns the rights of The Fifth Third Leasing Company under Recordation No. 8064-B (Lease of Railroad Equipment). Covers nine (9) diesel-

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electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The executing parties to the Assignment and Assumption Agreement ("Assignment") are:

The Fifth Third Leasing Company - Assignor
Fifth Third Center
Cincinnati, Ohio 45263

GATX Leasing Corporation - Assignee
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Assignment, among other items, provides for the assignment by Assignor to Assignee of all of Assignor's right, title and interest in:

(a) the above-referenced Conditional Sale Agreement (ICC Recordation No. 8064);

(b) Assignment and Agreement dated as of September 1, 1975 between General Motors Corporation (Electro-Motive Division), Builder and First Security Bank of Utah, National Association as Agent, Assignee (ICC Recordation No. 8064-A);

(c) Lease of Railroad Equipment dated as of September 1, 1975 between The Cleveland Electric Illuminating Company, Lessee and The Fifth Third Leasing Company, Lessor (ICC Recordation No. 8064-B);

(d) Assignment of Lease and Agreement dated as of September 1, 1975 between The Fifth Third Leasing Company, Lessor and First Security Bank of Utah (not in its individual capacity, but solely as Agent), Vendor (ICC Recordation No. 8064-C); and

(e) Assignment of Lease and Interest in Lease, dated June 23, 1988, by and between The Fifth Third Leasing Company (as assignor) and The Fifth Third Bank (as assignee) (to be recorded as one of the documents included with this letter).

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The Assignment, among other items, also transfers to Assignee all of Assignor's interest in the following unrecorded document:

Instrument of Assignment and Bill of Sale dated as of December 1, 1988 by and between The Fifth Third Leasing Company (as assignor) and The Fifth Third Bank (as assignee).

The Equipment covered by the Assignment consists of nine (9) diesel electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive):

The Assignment should be filed as a secondary document to the above-referenced Conditional Sale Agreement. A short summary of the Assignment to appear in the ICC index is as follows:

Assigns the rights of The Fifth Third Bank under Recordation No. 8064 (Conditional Sale Agreement), Recordation No. 8064-A (Assignment and Agreement), Recordation No. 8064-B (Lease of Railroad Equipment) and Recordation No. 8064-C (Assignment of Lease and Agreement). Also assigns the rights of Assignor in the unrecorded Instrument of Assignment and Bill of Sale dated as of December 1, 1988 by and between The Fifth Third Leasing Company (as assignor) and The Fifth Third Bank (as assignee). Covers nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The executing parties to the enclosed "Lease Termination Agreement" are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX Capital Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

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The Lease Termination Agreement terminates the Lease of Equipment between The Fifth Third Leasing Company and Cleveland Electric & Illuminating Company ("Lease") dated September 1, 1975 and recorded with the Interstate Commerce Commission on September 29, 1975 in Recordation No. 8064-B.

The Equipment covered by the Lease Termination Agreement is listed in Exhibit A thereto.

The Lease Termination Agreement should be filed as a secondary document to the above-referenced Conditional Sale Agreement. A short summary of the Lease Termination Agreement to appear in the ICC records as follows:

Terminates Lease of Railroad Equipment dated as of September 1, 1975 (ICC Recordation No. 8064-B). Covers nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The executing parties to the Memorandum of Lease of Railroad Equipment ("Memorandum of Lease") are:

Cleveland Electric & Illuminating Company - Lessee
55 Public Square
Cleveland, Ohio 44101

GATX Capital Corporation - Lessor
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

The Memorandum of Lease provides record notice of a Lease Agreement dated as of September 30, 1990 between Lessor and Lessee.

The Equipment covered by the Memorandum of Lease consists of nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

The Memorandum of Lease should be filed as a secondary document to the above-referenced Conditional Sale. A short summary

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of the Memorandum of Lease to appear in the ICC index is as follows:

"Covers nine (9) diesel-electric locomotives bearing the road numbers of The Cleveland Electric Illuminating Company 100-108 (both inclusive).

Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

The undersigned certifies that he is acting as special counsel to GATX Capital Corporation for purposes of this filing and that he has knowledge of the matters set forth in the above-described documents.

Enclosed are five checks in the amount of fifteen dollars (\$15.00) each in payment of the filing fee. Once the filing has been made, please return to the undersigned the stamped counterparts of the Assignment of Lease and Interest in Lease, Assignment and Assumption Agreement, Statement of Satisfaction, Conveyance and Release, Lease Termination Agreement and Memorandum of Lease of Railroad Equipment, not needed for your files, together with the fee receipt, the letter from the ICC acknowledging filing and the two extra copies of this transmittal letter.

Sincerely,



Edward J. Wes, Jr.

EJW:mem
enclosures

cc: T. Nord Esq.

Interstate Commerce Commission
Washington, D.C. 20423

11/16/90

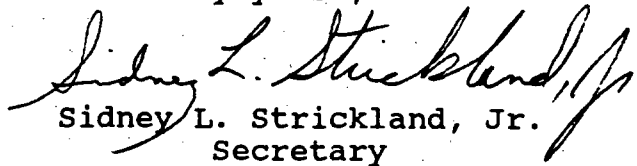
OFFICE OF THE SECRETARY

Edward J. Wes, Jr.
Hosie Wes, McLaughlin & Sacks
One Sansome Street 14th Fl.
San Francisco, California 94104 x

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/13/90 at 3:05pm, and assigned recordation number(s) 8064-D, 8064-E, 8064-F, 8064-G & 8064-H

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

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INTERSTATE COMMERCE COMMISSION

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT is entered into as of September 30, 1990 between GATX CAPITAL CORPORATION ("Lessor") and THE CLEVELAND ELECTRIC ILLUMINATING COMPANY ("Lessee").

Section 1. Recitals of Fact.

Lessee entered into a Lease of Railroad Equipment dated as of September 1, 1975 (the "Lease"), pursuant to which Lessee leased the nine (9) GP38-2 locomotives (the "Equipment") from Fifth Third Leasing Company ("Fifth Third"). The Equipment is more fully described on Exhibit A hereto. Pursuant to Purchase Agreement (Cleveland Electric) (the "Purchase Agreement") dated as of December 15, 1988, Fifth Third sold its right, title and interest in the Equipment and the Lease to Lessor. Lessor's name at the time of the Purchase Agreement was "GATX Leasing Corporation." However, subsequent to the date of the Purchase Agreement, Lessor has changed its name to "GATX Capital Corporation." Lessee and Lessor desire to terminate the Lease and to simultaneously enter into a new lease dated as of the date hereof (the "New Lease").

Section 2. Lease Termination.

(a) Upon execution of the New Lease by Lessor and Lessee, the term of the Lease shall terminate immediately, without further action by Lessee or Lessor. However, Lessee's obligations under the Lease (including without limitation its obligation to pay the accrued rent under Section 2(b) below and its obligations under Sections 6, 7, 9 and 14 of the Lease) shall survive to the extent that they relate to the period of time while the Lease was in effect.

(b) Lessee shall pay all rent which has accrued between July 15, 1990 and the date hereof on January 15, 1991. Lessee and Lessor agree that the amount of this accrued rent is \$75,987.

Section 3. Miscellaneous.

(a) This Lease Termination Agreement may be executed in counterparts.

(b) The terms of this Lease Termination Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (other than laws relating to conflicts of law).


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CLEVELAND ELECTRIC ILLUMINATING
COMPANY

By 

Title VICE PRESIDENT

GATX CAPITAL CORPORATION

By 

Title Vice President

Exhibit A - Equipment Description

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss

On this 27th day of September, 1990, before me personally appeared E. H. Maugans, to me personally known, who, being by me duly sworn, says that he is Vice President of THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


Notary Public

KEVIN P. MURPHY
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section O.R.C. 147.03

EXHIBIT A
TO
LEASE TERMINATION AGREEMENT

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
2,000 h.p. diesel- electric locomotive General Motors Model GP-38-2	8090	La Grange, Illinois	9	100-108

STATE OF CALIFORNIA

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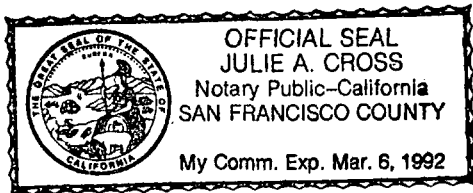
) ss.

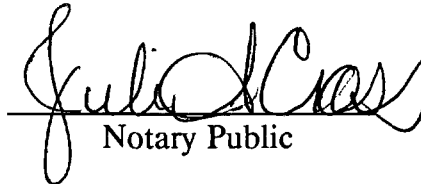
COUNTY OF SAN FRANCISCO

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On September 28, 1990, before me Julie A. Cross, the undersigned Notary Public, personally appeared John B. West, personally known to me to be the person whose name is subscribed to the within instrument as Vice President of GATX Capital Corporation and acknowledged that he executed it.

Witness my hand and official seal.




Notary Public

For attachment only to the Lease Termination Agreement dated as of September 30, 1990 between The Cleveland Electric Illuminating Company and GATX Capital Corporation.